

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Dariys W. Hinton aka Darius Wantu Hinton aka Darius W Hinton aka Dariys Wantu Hinton aka Darius Hinton <u>Debtor(s)</u>	CHAPTER 13
FIRSTRUST BANK <u>Movant</u> vs.	NO. 23-12037 AMC
Dariys W. Hinton aka Darius Wantu Hinton aka Darius W Hinton aka Dariys Wantu Hinton aka Darius Hinton <u>Debtor(s)</u>	11 U.S.C. Section 362
Kenneth E. West, Esquire <u>Trustee</u>	

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of September 12, 2024, there is no post-petition arrearage on the mortgage held by Movant on Debtor's residence.
2. Debtor shall maintain regular monthly mortgage payments to Movant commencing with the payment due October 1, 2024, and continuing thereafter.
3. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this Stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).
5. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
6. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.


7. The provisions of this Stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this Stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

8. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 26, 2024

/s/ Denise Carlon  
Denise Carlon, Esq.  
Attorney for Movant


Date: 10/10/24

  
Mitchell Lee Chambers Jr., Esq.  
Attorney for Debtor  
No Objection

Date: October 10, 2024

/s/ LeeAne O. Huggins  
Kenneth E. West, Esq.  
Chapter 13 Trustee

Approved by the Court this 15th day of October, 2024. However, the Court retains discretion regarding entry of any further order.

  
Ashely M. Chan  
Bankruptcy Judge  
Ashely M. Chan